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CONTRACTS—ANTENUPTIAL AGREEMENTS—PERFORMANCE PREVENTED BY PARTY.—A man and a woman entered into an antenuptial contract whereby she agreed to take \$10,000 in lieu of dower and her distributive share of the personal property in case she survived him as his widow. He was to hold all real estate that he then owned or might thereafter acquire free from any claim of dower inchoate or otherwise. After a brief married life the husband murdered the wife and then committed suicide. In an action by her personal representative to recover on the contract, *held*, that her marriage and release of dower being part consideration for the contract, the contract was not executory as to her, therefore the happening of the contingency being prevented by his wrongful act, his representatives could not defeat an action on the promise by showing the contingency did not happen. *Logan v. Whitley et al.* (1908), 114 N. Y. Supp. 255.

Marriage is a good consideration for an antenuptial settlement of property on the intended wife. *Peck v. Vandemark*, 99 N. Y. 29, 1 N. E. 41. A woman may release her rights in her intended husband's property. *Buffington v. Buffington*, 151 Ind. 200, 51 N. E. 328. Where an antenuptial contract is wholly executed on the wife's part it becomes of the nature of a debt against the husband's estate. *Matter of Baker's Estate*, 82 N. Y. Supp. 390, affirmed 178 N. Y. 575, 70 N. E. 1094. Such contracts are in the favor of the law. Marriage and the release of dower being the consideration for the contract moving from the wife, performance on her part creates an unconditional obligation as to the husband, and, in the absence of express condition of her survivor, is absolute against his estate. *Barlow v. Comstock*, 117 Ky. 573, 78 S. W. 475. A party to a contract cannot set up failure of a condition caused by his own fault. *Gallagher v. Nichols*, 60 N. Y. 438; *Risley v. Smith*, 64 N. Y. 576. A party may not profit by nor take advantage of his own wrong. *Riggs v. Palmer*, 115 N. Y. 506, 22 N. E. 188, 5 L. R. A. 340.

COURTS—SUPREME COURT—REVIEW OF DECISIONS OF STATE COURTS.—Alabama General Acts, 1907, p. 636, create a presumption of criminal intent from the refusal of an employee to perform service without refunding money or property obtained from his employer. Plaintiff in error was arrested thereunder and sought relief by habeas corpus on the ground that the above statute violated the 13th and 14th Amendments of the United States Constitution, which relief was denied in the lower court, and on writ of error by the supreme court of Alabama. On writ of error to review the decision in the federal supreme court, *held*, that the question was not open to such review, when all that appeared from the record was that accused was held to await trial on a charge of having obtained money from his employer under a written contract, with intent to defraud. (Mr. Justice HARLAN and Mr. Justice DAY, dissenting.) *Bailey v. State of Alabama* (1908), 29 Sup. Ct. 141.

The majority of the court based their decision on the ground of an insufficiency of the record of the cause on which the accused was held. The dissenting view was that the accused had brought the case before the court